

REMARKS

This paper is filed in response to the February 8, 2007 Office Action. As this paper is filed before May 8, 2006, this response is timely filed.

I. Status of Amendments

Claims 1-36, 38-40, and 42-48 are at issue in the application. In order to streamline prosecution, and without admission of unpatentability, claims 6-22, 25, and 32-48 are canceled either previously or by this amendment. Claim 23 has been amended to depend from claim 1. As a result, claims 1-5, 23, 24, and 26-31 are at issue.

II. The February 8, 2007 Office Action

The Office Action rejected claims 1-36, 38-40, and 42-48 as being unpatentable under 35 USC § 103(a) over Martinek et al., WO 03/045519 (Martinek) in view of Rackman, U.S. Patent No. 4,670,857 (Rackman). The applicant respectfully requests reconsideration.

The Office action, in establishing the 103(a) rejection, imports meaning into the cited art that is simply not present in the references. The cited references mention entities in the current claims but do not separately or in combination recite every limitation of the claims and therefore do not support the requirements for a *prima facie* case of obviousness.

With respect to claim 1, the Office action alleges at page 3 that Martinek discloses on page 29, lines 21-25, the claim 1 limitation of “said controller being programmed to doubly decrypt said encrypted gaming data utilizing a public encryption key of said gaming data authoring organization and a public encryption key of said gaming regulatory organization to form a decrypted message digest.”. However, the disclosure of Martinek at page 29, lines 21-25, discusses decrypting a message digest and then comparing the message digest to a stored message digest, but does not disclose, teach or suggest doubly decrypting using a public encryption key of both a gaming data authoring organization and a gaming regulatory organization.

Claim 1 requires decrypting gaming data two times to form a decrypted message digest. Despite the statement in the Office action, Martinek, neither at the cited

passage nor elsewhere, discloses decrypting the same data two times using public keys belonging to two different agencies.

The Office action admits at page 3 that Martinek does not disclose double encryption as claimed. The applicant is confused by the notion that Martinek allegedly discloses double decrypting but does not disclose double encrypting. One is led to the conclusion that Martinek does not, in fact, disclose either double encrypting or double decrypting. Only hindsight would lead one to the conclusion that Martinek teaches or suggests encrypting/decrypting gaming data with keys from two different agencies. The Martinek reference does teach that gaming data may be signed by a regulatory agency (page 30, lines 26-28). The Martinek reference also teaches that in another embodiment the gaming data may be signed by a game code manufacturer (page 30, line 34 – page 31, line 2). The statement in the Office action that Martinek teaches encryption by a regulatory agency and a game code manufacturer is inaccurate. Martinek teaches encryption by a regulatory agency or a gaming agency. The difference is significant.

The Office action alleges that Rackman teaches double encrypting to ensure both privacy and authentication. The applicant agrees that encrypting and signing to ensure privacy and authentication involves two encryption processes. Typically, authentication involves encryption with a first party's private key, so that a receiving party can decrypt using the first party's public key. Privacy is accomplished by encrypting with the receiving party's public key, with the knowledge that only the holder of the associated private key (the receiving party) can decrypt the data.

In contrast to Rackman, the double encryption of claim 1 does not seek to provide privacy because neither encryption process uses a public key, let alone a public key of the gaming apparatus. The statements in the Office action on both pages 3-4 and 13 that Rackman provides privacy and authentication by doubly encrypting using separate keys may be true, but has no relevance to the double encryption of claim 1 using the private key of a gaming authoring entity and the private key of a gaming regulatory organization.

The statement on page 14 of the Office action that Rackman teaches double encrypting utilizing two separate keys (private key of the sender and public key of the

receiver) ignores the explicit limitation of claim 1 that two private keys are used to encrypt the gaming data. Further, Martinek does not discuss encrypting gaming data with “gaming regulatory agency and/or that of a gaming data authoring organization,” as alleged in the Office action at page 14, but rather Martinek only discloses signing by a regulatory agency or a data authoring organization. The addition of the ‘and’ in the “and/or” qualifier suits the purpose of the Office action but is not the result of a combination of elements found in either Martinek or Rackman.

Because Rackman does not teach double encrypting using private keys from more than one entity, as proposed in the Office action, and because Martinek does not teach encryption by both a gaming regulatory agency and a gaming data authoring organization as recited in claim 1, neither Rackman, Martinek, nor a combination of the two teach every limitation of claim 1. Therefore, claim 1 and its dependent claims, 2-5, 23, and 24 are also allowable. The applicant requests the rejection be withdrawn.

Claim 26 has been amended to recite the use of public and private encryption keys for corresponding encryption and decryption processes. Specifically, claim 26 recites doubly encrypting first abbreviated gaming data utilizing a private encryption key of a first gaming organization associated with a gaming data authoring organization and a private encryption key of a second gaming organization associated with a gaming regulatory organization. A counterpart doubly decrypting process is also recited in claim 26, using public keys associated with the same organizations.

As discussed above, to accomplish privacy and authentication as alleged in the Office action, at least one of the encryption/decryption processes would have to involve a public key of the gaming apparatus. However, neither of the encryption or decryption processes involve a public key of the gaming apparatus. Therefore, the double encryption/decryption of Rackman that provides for authentication and privacy does not disclose, teach, or suggest the double encryption/decryption processes of claim 26. Neither does Martinek disclose, teach, or suggest the desirability of signing by both a gaming data authoring organization and a gaming regulatory organization.

Rackman does not disclose, teach, or suggest double encryption for purposes other than privacy and authentication. Neither does Martinek disclose, teach, or suggest any form of double encryption. Therefore, the combination of Rackman and Martinek does not disclose, teach, or suggest double encryption/decryption as recited in claim 26. Further, Martinek does not disclose, teach, or suggest double encryption using private encryption keys of both a gaming data authoring organization and a gaming regulatory organization. Rackman does not supply this missing teaching. Therefore, the combination of Martinek and Rackman cannot disclose, teach, or suggest the limitation of claim 26 that requires use of private encryption keys of both a gaming data authoring organization and a gaming regulatory organization. For at least these two reasons, the combination of Martinek and Rackman does not disclose, teach, or suggest each limitation of claim 26 and a *prima facie* case of obviousness has not been made. Claim 26 is therefore allowable and the rejection under section 103(a) should be withdrawn.

Because claim 26 is allowable, its dependent claims 27-31 are also allowable and their rejections should also be withdrawn.

In view of the above amendment, the applicant believes the pending application is in condition for allowance.

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Respectfully submitted,

Electronic signature: /Jeffrey K. Berger/
Jeffrey K. Berger
Registration No.: 51,460
MARSHALL, GERSTEIN & BORUN LLP
233 S. Wacker Drive, Suite 6300
Sears Tower
Chicago, Illinois 60606-6357
(312) 474-6300
Agent for Applicant